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 LIVERAMP, INC.

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

CHRISTINE RIGANIAN and DONNA )  
 SPURGEON, *on behalf of themselves and all* )  
*others similarly situated,* )  
 Plaintiffs, )  
 v. )  
 LIVERAMP HOLDINGS, INC., and )  
 LIVERAMP, INC. *corporations organized under* )  
*the laws of the State of Delaware,* )  
 Defendants. )

Case No.: 4:25-cv-824-JST

**STIPULATION AND [PROPOSED]  
 ORDER REGARDING THE COURT'S  
 OCTOBER 1 ORDER, DKT. 76**

1           **COME NOW** Plaintiffs CHRISTINA RIGANIAN and DONNA SPURGEON  
2 (collectively, “Plaintiffs”) and Defendants LIVERAMP HOLDINGS, INC., and LIVERAMP,  
3 INC. (collectively “LiveRamp” or “Defendants”), by and through their respective counsel,  
4 hereby stipulate as follows:

5           **WHEREAS**, on April 11, 2025, Plaintiffs served Request for Production (“RFP”) No. 3,  
6 requesting “ALL PERSONAL INFORMATION related to the PLAINTIFFS in this ACTION,  
7 INCLUDING ALL PERSONAL INFORMATION associated with identifiers that LIVERAMP  
8 has associated with the PLAINTIFFS (INCLUDING home addresses, email addresses, phone  
9 numbers, LiveRamp cookie IDs, device identifiers including mobile advertising IDs, connected  
10 TV IDs, and IP addresses), INCLUDING all SEGMENTS associated with PLAINTIFFS or into  
11 which PLAINTIFFS have been placed”;

12           **WHEREAS**, on May 12, 2025 and July 11, 2025, LiveRamp responded and objected to  
13 Plaintiffs’ RFP No. 3, its objections to this Request included, among others, the following:

- 14           1. “LiveRamp further objects that the Request is overly broad, unduly burdensome,  
15 and seeks irrelevant information to the extent that it seeks to discover ephemeral  
16 data and data (such as the contents of customer audience files and of Marketplace  
17 segments) for which LiveRamp acts only as a data processor. Examples include  
18 audience files that third-party customers upload to LiveRamp for activation with  
19 downstream platforms and segments that third-party sellers offer for sale on Data  
20 Marketplace. LiveRamp keeps these customer data files separate from data  
21 controlled by LiveRamp and does not use it to build profiles or otherwise enrich  
22 the information that LiveRamp controls. Customer-controlled data is not relevant  
23 to Plaintiffs’ claims regarding LiveRamp’s alleged creation and sale of individual  
24 ‘profiles’ or ‘dossiers.’ Yet producing it would be highly burdensome and  
25 disruptive to LiveRamp’s operations given, among other things, the significant  
26 financial costs associated with manually searching numerous segregated customer  
27 data files and contractual notice obligations.”  
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1           2. “LiveRamp further objects to this Request to the extent it seeks documents  
2           outside of LiveRamp’s possession, custody, or control or that no longer exist,  
3           including documents and information controlled by third-party customers for  
4           which LiveRamp acts only as a data processor.”

5           **WHEREAS**, LiveRamp further objects that “to the extent Defendants created technical  
6           tools for purposes of discovery, Plaintiffs should not be permitted to use Defendants’ cooperation  
7           in discovery against it at trial;”

8           **WHEREAS**, Plaintiffs assert, that despite LiveRamp’s objections, all responsive data  
9           should be produced and that responsive data is in the possession, custody and control of  
10          LiveRamp;

11          **WHEREAS**, Plaintiffs and LiveRamp met and conferred multiple times on this issue but  
12          were unable to resolve the issue;

13          **WHEREAS**, on September 17, 2025, Plaintiffs filed a motion to compel further  
14          responses to RFP No. 3;

15          **WHEREAS**, on October 1, 2025, Magistrate Judge Alex G. Tse held a discovery hearing  
16          and ordered that Plaintiffs and LiveRamp, by October 15, 2025, meet and confer and attempt to  
17          reach a compromise regarding (among other things) a potential jury instruction limiting  
18          Plaintiffs’ use of any technical tool created by LiveRamp to perform the requested search and the  
19          potential output, Dkt. 76; and

20          **WHEREAS**, Plaintiffs and LiveRamp met and conferred on October 15, 2025, and  
21          October 23, 2025.

22          **IT IS SO STIPULATED**, through Counsel of Record that:

- 23           1. LiveRamp will use reasonable efforts to develop a tool to conduct an automated  
24           search of the active audiences on Data Marketplace. LiveRamp will provide  
25           customers with notice and an opportunity to object to the extent required by the  
26           operative Protective Order and/or by LiveRamp’s agreements with its customers.  
27           Thereafter, LiveRamp shall use the tool to conduct a search of the active Data  
28

1 Marketplace audience data for segments containing the identifiers that LiveRamp can  
2 reasonably associate with Plaintiffs Riganian and Spurgeon.

3 2. If LiveRamp is unable to develop a tool that successfully performs the automated  
4 searches through reasonable efforts, the parties shall meet and confer regarding  
5 alternative options for producing the information before presenting any dispute to the  
6 Court.

7 3. LiveRamp shall not as part of this agreement be required to conduct this search across  
8 data for inactive audiences on Data Marketplace, Customer Data, or any other source.  
9 LiveRamp shall not as part of this agreement be required to conduct this search for  
10 any additional individuals other than the named Plaintiffs, Christina Riganian and  
11 Donna Spurgeon. To the extent Plaintiffs later seek information excluded by the  
12 terms of this paragraph, the parties should meet and confer before presenting any  
13 dispute to the Court.

14 4. Absent a subsequent agreement of the parties or ruling of the Court, LiveRamp is  
15 authorized to delete the tool built to comply with this order at the end of fact  
16 discovery. If, prior to the close of discovery, Plaintiffs believe that continued  
17 preservation of the tool is necessary to avoid unfair prejudice, the parties shall meet-  
18 and-confer on that issue. If the parties are unable to reach a resolution, Plaintiffs may  
19 file a motion with the Court that seeks continued preservation of the tool for a period  
20 to be specified by Plaintiffs. In no event shall LiveRamp be required to preserve the  
21 tool after final judgment has been rendered in this matter or after any settlement  
22 between the parties becomes final.

23 5. Plaintiffs agrees that they, their counsel, and other persons acting on their behalf, are  
24 prohibited from using the fact that LiveRamp complied with this Court's order or the  
25 process by which LiveRamp compiled the data produced in compliance with this  
26 order to argue that LiveRamp engaged in any similar conduct outside the context of  
27 this litigation, provided, however, that nothing should prevent Plaintiffs, their  
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counsel, or other persons from making such statements based on other independent grounds.

6. To address LiveRamp's concerns regarding potential prejudice with respect to use of the tool built to comply with this order at trial, the Parties shall submit to the Court for its approval an instruction to the jury as follows:

The parties have agreed, and you are instructed, that:

Certain data from the Data Marketplace about individuals was produced by LiveRamp as part of discovery, which is a process by which parties in litigation can seek and obtain information from each other. The process by which this data was identified within the Data Marketplace was specifically created only for purposes of this litigation, pursuant to Court order, and did not employ a process that previously existed at LiveRamp.

Dated: October 27, 2025

Respectfully Submitted,

/s/ Michael W. Sobol

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*Attorneys for Plaintiffs and the Proposed Classes*

1 Dated: October 27, 2025

Respectfully Submitted,

2 /s/ Matthew A. Macdonald

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20 *Attorneys for LiveRamp Holdings Inc. and LiveRamp,*  
21 *Inc.*

22 **ATTESTATION**

23 Pursuant to Civil Local Rule 5.1 regarding signatures, I attest that concurrence in the filing  
24 of this document has been obtained from the other signatories.

25  
26 Dated: October 27, 2025

/s/ Matthew A. Macdonald

27 Matthew A. Macdonald

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

CHRISTINE RIGANIAN and DONNA  
SPURGEON, *on behalf of themselves and all*  
*others similarly situated,*

Plaintiffs,

v.

LIVERAMP HOLDINGS, INC., and  
LIVERAMP, INC. *corporations organized under*  
*the laws of the State of Delaware,*

Defendants.

Case No.: 4:25-cv-824-JST

**[PROPOSED] ORDER ON  
STIPULATION REGARDING THE  
COURT'S OCTOBER 1 ORDER, DKT.  
76**

**[PROPOSED] ORDER**

Pursuant to the Parties' stipulation, the Court hereby orders as follows:

1. LiveRamp will use reasonable efforts to develop a tool to conduct an automated search of the active audiences on Data Marketplace. LiveRamp will provide customers with notice and an opportunity to object to the extent required by the operative Protective Order and/or by LiveRamp's agreements with its customers. Thereafter, LiveRamp shall use the tool to conduct a search of the active Data Marketplace audience data for segments containing the identifiers that LiveRamp can reasonably associate with Plaintiffs Riganian and Spurgeon.
2. If LiveRamp is unable to develop a tool that successfully performs the automated searches through reasonable efforts, the parties shall meet and confer regarding

1 alternative options for producing the information before presenting any dispute to the  
2 Court.

- 3 3. LiveRamp shall not as part of this agreement be required to conduct this search across  
4 data for inactive audiences on Data Marketplace, Customer Data, or any other source.  
5 LiveRamp shall not as part of this agreement be required to conduct this search for  
6 any additional individuals other than the named Plaintiffs, Christina Riganian and  
7 Donna Spurgeon. To the extent Plaintiffs later seek information excluded by the  
8 terms of this paragraph, the parties should meet and confer before presenting any  
9 dispute to the Court.
- 10 4. Absent a subsequent agreement of the parties or ruling of the Court, LiveRamp is  
11 authorized to delete the tool built to comply with this order at the end of fact  
12 discovery. If, prior to the close of discovery, Plaintiffs believe that continued  
13 preservation of the tool is necessary to avoid unfair prejudice, the parties shall meet-  
14 and-confer on that issue. If the parties are unable to reach a resolution, Plaintiffs may  
15 file a motion with the Court that seeks continued preservation of the tool for a period  
16 to be specified by Plaintiffs. In no event shall LiveRamp be required to preserve the  
17 tool after final judgment has been rendered in this matter or after any settlement  
18 between the parties becomes final.
- 19 5. Plaintiffs agrees that they, their counsel, and other persons acting on their behalf, are  
20 prohibited from using the fact that LiveRamp complied with this Court's order or the  
21 process by which LiveRamp compiled the data produced in compliance with this  
22 order to argue that LiveRamp engaged in any similar conduct outside the context of  
23 this litigation, provided, however, that nothing should prevent Plaintiffs, their  
24 counsel, or other persons from making such statements based on other independent  
25 grounds.
- 26 6. To address LiveRamp's concerns regarding potential prejudice with respect to use of  
27 the tool built to comply with this order at trial, the Parties shall submit to the Court  
28 for its approval an instruction to the jury as follows:

1 The parties have agreed, and you are instructed, that:

2 Certain data from the Data Marketplace about individuals was produced by LiveRamp as  
3 part of discovery, which is a process by which parties in litigation can seek and obtain  
4 information from each other. The process by which this data was identified within the  
5 Data Marketplace was specifically created only for purposes of this litigation, pursuant to  
6 Court order, and did not employ a process that previously existed at LiveRamp.

7 **IT IS SO ORDERED.**

8  
9 Dated: \_\_\_\_\_, 2025

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11 \_\_\_\_\_  
12 HON. ALEX G. TSE  
13 United States Magistrate Judge  
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